

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Jane Hoffman

2. Registration Number

6828

3. Primary Address of Registrant

56 Myrtle Avenue, Edgewater, NJ 07020

4. Name of Foreign Principal

Prince Albert II of Monaco Foundation

5. Address of Foreign Principal

Villa Girasole 16, Bd de Suisse
Monaco, Monaco
MONACO 98000

6. Country/Region Represented

MONACO

7. Indicate whether the foreign principal is one of the following:

☐ Government of a foreign country¹☐ Foreign political party☒ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☒ Other (*specify*) Foundation/philanthropy☐ Individual-State nationality N/A

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

N/A

b) Name and title of official with whom registrant engages

N/A

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
N/A
- b) Aim, mission or objective of foreign political party
N/A

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

Foreign principle is a philanthropic organization based in Monaco that is dedicated to the protection of the environment and the promotion of sustainable development on a global scale. The Foundation supports initiatives of public and private organizations, in the fields of research and studies, technological innovation and socially-aware practices.

- b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

11. Explain fully all items answered "Yes" in Item 10(b).

See Appendix for Response

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

05/20/2020Jane Hoffman/s/Jane Hoffman

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

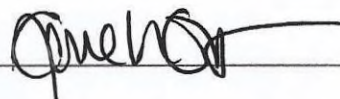
Date

Printed Name

Signature

19 May 2020

Jane Hoffman



Appendix

Response to Item 11

Item 11: Explain fully all items answered "Yes" in Item 10(b).

Item 10(b)(1): The Prince Albert II of Monaco Foundation was created by and is managed by Prince Albert II of Monaco, who is currently the reigning monarch of the Principality of Monaco.

Item 10(b)(2): The Prince Albert II of Monaco Foundation was created by and is managed by Prince Albert II of Monaco, who is currently the reigning monarch of the Principality of Monaco.

Item 10(b)(3): The Prince Albert II of Monaco Foundation was created by and is managed by Prince Albert II of Monaco, who is currently the reigning monarch of the Principality of Monaco.

Item 10(b)(4): The Prince Albert II of Monaco Foundation was created by and is managed by Prince Albert II of Monaco, who is currently the reigning monarch of the Principality of Monaco.

Item 10(b)(5): The Prince Albert II of Monaco Foundation was created by and is managed by Prince Albert II of Monaco, who is currently the reigning monarch of the Principality of Monaco.

Item 10(b)(6): The Prince Albert II of Monaco Foundation was created by and is managed by Prince Albert II of Monaco, who is currently the reigning monarch of the Principality of Monaco.

U.S. Department of Justice

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Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Jane Hoffman

2. Registration Number

6828

3. Name of Foreign Principal

Prince Albert II of Monaco Foundation

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 04/15/2020
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Raising the profile of the Prince Albert II of Monaco Foundation as it pertains to the annual Monte Carlo Gala for the Global Ocean.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Preparing Communications and related consultancy on behalf of the Prince Albert II of Monaco Foundation and the Monte Carlo Gala for the Global Ocean. Providing strategic guidance and expertise on all media. Advising the Client in advancing the messaging and initiatives put forth by the Foundation. Identify key members of the media for interviews with HSH Prince Albert II of Monaco and/or Foundation Vice President Olivier Wenden on behalf of the Prince Albert II of Monaco Foundation and the Monte Carlo Gala for the Global Ocean. Identify potential partners that might help support the Foundation's efforts. Identify potential honoree and contacts for persons of note for attendance at the Monte Carlo Gala for the Global Ocean that might help support the Foundation's efforts. Assist Client to develop and refine the messaging and narratives for the Foundation and the Gala. Monitor national, international and regional (U.S.) press for relevant coverage and story lines along with the current tracking systems.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

N/A

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

N/A

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
N/A	N/A	N/A	N/A

12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
03/30/2020	Wire transfer.	HSH Prince Albert II of Monaco trip to Los Angeles. Interview with Los Angeles Times.	\$10,000.00

\$10,000.00

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
N/A	N/A	N/A	N/A

¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

05/20/2020

Jane Hoffman

/s/Jane Hoffman

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

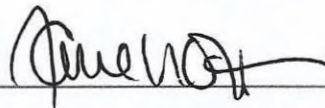
Date

Printed Name

Signature

19 May 2020

Jane Hoffman





GENERAL CONSULTING AGREEMENT

Between

The Prince Albert II of Monaco Foundation, authorised under Monegasque law by ministerial decree n°2006-566 of 13 November 2006, with head office at 16 boulevard de Suisse, "Villa Girasole" - 98000 Monaco, represented by its Vice-President and Chief Executive Director, Mr Olivier WENDEN, (hereinafter, referred to as "Client"),

On one side,

And

Ms. Jane Hoffman, PO Box 285, Edgewater, NJ 07020 USA

(hereinafter, referred to as "Consultant")

On the other side,

Hereinafter, individually referred to as "The Party" or collectively "the Parties".

IT IS HEREBY AGREED AS FOLLOWS:

Agreement between Jane Hoffman and Fondation Prince Albert II de Monaco

ARTICLE 1: PURPOSE OF THE AGREEMENT

The purpose of this agreement (the "Agreement") is to define the terms of expertise and consulting service to be promptly provided by the Consultant to the Client (and his staff) as may be requested during the terms of service herein by email, telephone or other methods related to communications and consultancy of the Monte Carlo Gala for the Global Ocean on behalf of the Prince Albert II of Monaco Foundation (the "Consulting Service").

ARTICLE 2: TERMS OF CONSULTING SERVICE

2.1 The Consulting Service scope includes of:

- 2.1.1 Preparing Communications and related consultancy on behalf of the Prince Albert II of Monaco Foundation and the Monte Carlo Gala for the Global Ocean.
- 2.1.2 Providing strategic guidance and expertise on all media.
- 2.1.3 Advising the Client in advancing the messaging and initiatives put forth by the Foundation.
- 2.1.4 Identify key members of the media for interviews with HSH Prince Albert II of Monaco and/or Foundation Vice President Olivier Wenden on behalf of the Prince Albert II of Monaco Foundation and the Monte Carlo Gala for the Global Ocean.
- 2.1.5 Identify potential partners that might help support the Foundation's efforts.
- 2.1.6 Identify potential honoree and contacts for persons of note for attendance at the Monte Carlo Gala for the Global Ocean that might help support the Foundation's efforts.
- 2.1.7 Assisting Client in communications with 2.1.4,5,6.
- 2.1.8 Assist Client to develop and refine the messaging and narratives for the Foundation and the Gala.
- 2.1.9 Monitor national, international and regional (U.S.) press for relevant coverage and story lines along with the current tracking systems.

2.2 The Consulting Service to be provided is supported by the Consultant for the months of June, July, August and September. The Consultant's two Public Relations assistants ("PR Assistants") listed below will provide the following:

- 2.2.1 Ms. Hanna BOLTE, 3911 Fredonia Drive, Los Angeles CA 90068, USA will provide consulting services as directed by Consultant for the month of September in both the United States and on location in Monaco.
- 2.2.2 Ms. Colette BIJAOU, 11297 Essence Point Avenue, #101, Las Vegas, NV 89135, USA, will provide support as directed by Consultant for the month of September in advance of the Gala and on location in Monaco.

2.3 The Consulting Service is provided for the following period:

- 2.3.1 From March 15th to April 14th, 2020;
- 2.3.2 Months of June, July, and August 2020;
- 2.3.3 Month of September 2020.

ARTICLE 3: COMPENSATION AND TERMS OF PAYMENT

Client's total obligation to Consultant for services to be performed pursuant to this agreement are set forth herein. The amounts include any applicable taxes.

3.1 Payment of compensation ("Compensation") will be as follows:

- 3.1.1 March 15 – April 14, 2020: \$10,000.00 (Ten thousand U.S. dollars);
- 3.1.2 Months of June, July, and August 2020: \$10,000.00 (Ten thousand U.S. dollars) per month;
- 3.1.3 Month of September: \$20,000.00 (Twenty thousand U.S. dollars).

3.2 All payments are due within 15 days of receipt of emailed invoice. Details for processing of payments will be included in Consultant's invoices. Client will net amounts by wire transfer.

3.3 Compensation for March 15 – April 14, 2020 has been paid in full to Consultant.

3.4 Consultant represents to Client that the compensation set forth in 3.1 includes direct payment of \$5,000.00 each by Consultant to two PR Assistants referred to in 2.2 which the Consultant agrees and is required to do. Payments to Consultant's PR assistants will

be made pursuant to terms to be agreed between Consultant and Consultant's PR assistants who are not third-party beneficiaries of this agreement.

ARTICLE 4: REIMBURSABLE EXPENSES

4.1 Client shall be responsible for the repayment of Consultant and Consultant's two PR Assistants expenses directly attributable to the Consultant's services to be provided hereunder.

4.1.1 Actual costs associated with registration under the Foreign Agents Registration Act (FARA) of 1938 as amended. Proof of payment will be provided to Client from Consultant on behalf of Consultant and Consultant's two PR Assistants.

4.1.2 Consultant shall obtain written approval from Client prior to the incurrence of any other out of pocket expense to third parties exceeding five hundred dollars (\$500,00) and after a total amount of \$ two thousand U.S. dollars (\$2000,00) paid to any third parties all future expenses.

4.1.3 Consultant shall obtain prior written approval from Client prior to any incurring expenses for out-of-town in performing services herein.

4.2 In regard to the month of September and the Monte Carlo Gala for the Global Ocean,

4.2.1 Client will provide three (3) hotel room and taxes, reimburse air fare for Consultant (traveling from New York) plus two (2) PR Assistants traveling from Los Angeles for actual airfare paid up to the maximum amounts as follow:
Jane Hoffman: \$3.060,00, Hanna Bolte: \$3.100,00, Colette Bijaoui: \$3.100,00.

4.2.2 Client agrees to reimburse Consultant and each PR Assistant per diem of \$100.00 US per day per person for on site in Monaco work days, and in addition reimburse Consultant and each PR Assistant for all Uber or taxi or similar business class ground transport to/from home airports, and round trips to/from Nice and Monaco.

4.3 Client agrees to reimburse Consultant expenses within thirty (30) days of Consultant providing to Client receipts for the expenses incurred along with a description of the expenses and any other information reasonably requested by Client regarding such expenses.

ARTICLE 5: CONFIDENTIALITY

5.1 Each party to the Agreement recognizes and acknowledges that they may have access to certain confidential and proprietary information of the other party. Neither

party shall disclose any such confidential or proprietary information to any person or firm, corporation, association, or other entity for any reason or purpose whatsoever, and shall not use such information, directly or indirectly, without the other party's prior written consent. The term "Confidential Information" does not include information which the receiving Party shall demonstrate: (i) Is now or hereafter becomes available in the public domain, to the publishing trade, or within the Internet without disclosure by the receiving Party; (ii) Is known to the receiving Party prior to receipt of such information; (iii) Is furnished to the receiving Party by a third party without a violation of the Agreement; (iv) Is the subject of written permission to disclose provided by the other Party.

5.2 Consultant shall not be liable for disclosure of Confidential Information pursuant to Consultant's registration, reporting or other obligations under the Foreign Agents Registration Act of 1938, as amended. Consultant also shall not be liable for disclosure of Confidential Information if such disclosure is pursuant to judicial action or other lawfully compelled disclosure, provided that the Consultant promptly notifies Client in writing of the need for such disclosure but no later than within three (3) days after such need becomes known and gives Client a reasonable opportunity to contest such disclosure.

5.3 Consultant shall be permitted to disclose Confidential Information to employees, counsel, and other professional advisors of Consultant to the extent necessary for Consultant to meet its obligations under the Agreement provided the recipients are under a confidentiality agreement with Consultant that protects its clients confidential information.

5.4 Consultant may display and republish advertisements (uses) that have been produced and distributed pursuant to the Agreement in its own marketing materials, provided that Consultant shall inform Client of the requested use and where it will be made and seek prior written approval from Client. Client reserves the right to refuse or to limit approval to the specific use request made by Consultant.

ARTICLE 6: INDEPENDENT CONTRACTOR

Consultant shall perform consulting services pursuant to the Agreement as an independent contractor with respect to Client, and nothing in the Agreement shall create, or be deemed to create, any relationship of employer and employee or of master and servant or of a joint venture between Client and Consultant and Consultant's PR assistants. As an independent contractor, Consultant is responsible for payment of all applicable obligations to state and/or federal governmental agencies, including, but not limited to, income tax, unemployment tax, business registration fees, etc. Client and Consultant agree that Consultant's services hereunder are non-exclusive, and Client may engage and Consultant may provide independent consulting services to other individuals or entities.

ARTICLE 7: INDEMNIFICATION

7.1 Client agrees to indemnify, defend and hold harmless Consultant and PR assistants against any claim made by any third party for and for all liability, costs, damages, or expenses, including reasonable attorneys' fees, incurred by reason of Consultant's use of information or materials provided by Client as part of the Agreement, to the extent reduced to a final adverse judgment in a court of competent jurisdiction or settled with the indemnifying party's prior written consent, such consent not to be unreasonably withheld, provided however Client is promptly notified of any claim, before Consultant takes any action in relation thereto and provided Client has the exclusive right, with full cooperation from Consultant as requested by Client, to negotiate, settle and or defend the claim.

7.2 Consultant agrees to indemnify, defend and hold harmless Client and its officers, employees, and agents against any and all liability, costs, damages, or expenses, including reasonable attorneys' fees incurred by reason of Consultant's performance of the Services or any breach by Consultant of the terms of the Agreement.

ARTICLE 8: PRIOR AGREEMENTS

The Agreement supersedes and terminates all prior agreements between the parties relating to the subject matter herein addressed.

ARTICLE 9: TRANSFERABILITY - AMENDMENT

9.1 The Agreement has been entered into *intuitu personae*. Neither the Agreement nor any right or obligation arising hereunder may be assigned or delegated in whole or in part by either Party, whether expressly or by operation of law, without the prior written consent of the other Party, provided, however, that the Agreement may be assigned by either party to an entity that succeeds to substantially all of the assets of such assignor. The Agreement will be binding on and inure to the benefit of the successors and permitted assigns of the Parties.

9.2 The Agreement is a personal service agreement is non-assignable and non-transferable, in any other manner whatsoever.

9.3 Any amendment to the Agreement is subject to a written addendum signed by each Party.

ARTICLE 10: REPUTATION/ ANTI-DEFAMATION

10.1 Within the scope of the performance of the Agreement, each Party shall guarantee each other against any direct or indirect damage to its image or its reputation.

10.2 Within the scope of the performance of the Agreement, Consultant shall guarantee against any direct or indirect damage to the image or reputation of H.S.H. Prince Albert II of Monaco.

ARTICLE 11: AGREEMENT PERIOD

11.1 The Agreement is retroactive to 15 March 2020 and enters into force on the date of the final signature by the two Parties as set forth below.

11.2 The Agreement terminates on October 1st 2020.

11.3 Any extension or renewal of the Agreement may only take place after the agreement of each Party.

ARTICLE 12: TERMINATION

12.1 Any failure to comply, significant delay or substantial modification to the conditions for the performance of the Agreement by a Party without the prior written agreement of the others may give rise to immediate termination by registered letter with acknowledgement of receipt.

12.2 The injured Party reserves the right to request the payment of contractually engaged amounts set forth in 3 and expenses actually paid in 4 if the Client defaults and reimbursement of all payments made by Client pursuant to 3 and expenses paid pursuant to 4.

12.3 Section 12.2 sets forth the damages and entire remedy an injured part will receive in the event of default by the other party. Neither party will be liable for any other damages including but not limited to punitive damages, lost profits.

12.3 A Party which is prevented from performing its obligations hereunder by reason of any war, belligerent operation, invasion, rebellion, natural disaster, military or usurped power, sabotage, blockade, epidemic, pandemic; civil riot or insurrection; embargo or government intervention; acts of terrorism; or other similar irresistible and unforeseeable circumstances or events (each, a "Force Majeure"), then the Party suffering the Force Majeure shall be excused from performance of its obligations for the period during which the Force Majeure prevents the performance of such obligations by the Party suffering it.

12.4 Either Party reserves the right to terminate the Agreement at any time, in view of the uncertain situation of the evolution of the coronavirus pandemic which could lead

to the Consultant or PR Assistants' inability to perform services due to death or illness or restriction on travel or by the cancellation of the Monte Carlo Gala of the Ocean. In such a case, all amounts due for services and expenses incurred by the Consultant or PR Assistants herein before the date of inability to perform or cancellation by Client as the case may be shall be due and payable to the Consultant and, in respect of any month commenced during which the services may have been provided, the fees set out in item 3 shall be due and payable for the entire month.

ARTICLE 13: SEVERABILITY

In the event that any provision of the Agreement shall be deemed by any tribunal of competent jurisdiction to be in any respect or unenforceable, it shall be modified only as necessary to render it enforceable and shall be enforced accordingly. In the event that, notwithstanding the foregoing, a tribunal of competent jurisdiction shall refuse to enforce any of the provisions contained in this agreement, then the unenforceable provision shall be deemed eliminated from this agreement for the purpose of such enforcement to the extent necessary to permit the remaining provisions hereof to be enforced.

ARTICLE 14: SETTLEMENT OF DISPUTES

14.1 The Agreement shall be governed by the laws of Bergen County in the State of New Jersey.

14.2 In the event of any difficulties concerning the interpretation or performance of the Agreement, the Parties shall make every effort to settle their dispute amicably.

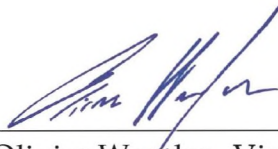
14.3 In the event that the Parties cannot settle a dispute through negotiations within reasonable time, knowing that one Party is not Monegasque, the Parties subject themselves to the exclusive jurisdiction of the courts of the Principality of Monaco.

ARTICLE 15: MISCELLANEOUS Any notice or other communication by one party to the other hereunder shall be in writing and shall be given, and be deemed to have been given, if either hand delivered or mailed, postage prepaid, certified mail (return receipt requested), or sent by email (signed and scanned pdf to jhoffman@planetatp.com if sent to Consultant, and nmasse@fpa2.org and/or Fondation Prince Albert II de Monaco, Villa Girasole, 16, Bd de Suisse, 98000 Monaco if sent to Client). The Agreement may be signed in any number of counterparts, each such counterpart being deemed to be an original instrument, but all of which shall constitute one document. Delivery of a signed counterpart of a signature page to the Agreement by facsimile or other electronic means shall be deemed effective as delivery of a manually executed original counterpart of the Agreement.

Created in Monaco in duplicate of which one copy is given to each Party,

Agreed to and Signed:

BY: 
Jane Hoffman, Consultant
An individual
PO Box 285, Edgewater NJ 07020
USA
jhoffman@planetatp.com
+310.739.1445

BY: 
Olivier Wenden, Vice President & CEO
Fondation Prince Albert II de Monaco
Villa Girasole, 16, Bd de Suisse
98000 Monaco
owenden@fpa2.org
+377 98 98 48 47

DATE: 14 April 2020

DATE: 15 April 2020

END

Agreement between Jane Hoffman and Fondation Prince Albert II de Monaco